Contract Between

The School Board of Volusia County

and

Behavior Change Artists, Inc.

WHEREAS, THIS AGREEMENT, made and entered into the 24th day of June, 2014 by and between the SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA, hereinafter referred to as the "Board", and BEHAVIOR CHANGE ARTISTS, INC., hereinafter referred to as the "Contracting Agency."

WHEREAS, the Contracting Agency has special behavior services for students with disabilities and their professional staff.

WHEREAS, the Board wishes to provide services which support existing instructional and behavior programs as defined by district policy and for students with disabilities who have met all the following criteria:

1. students who are now enrolled in or have made application for enrollment in the Volusia County School District; and
2. students who have been appropriately classified as students with disabilities by the Volusia County School District in compliance with state statutes and all pertinent state and local school board regulations and criteria; and
3. students for whom Individual Education Plans have been established based on assessment results, determined by the Board to be accurate, which indicates specific needs.

WHEREAS, the Board believes that the Contracting Agency can meet the behavioral service needs of the students as outlined in Volusia County's *Special Programs and Procedures for Exceptional Student Education*, assist in the development of Behavioral Support Plans, and provide the necessary behavioral services of training and program implementation to professional staff, as evidenced by the Contracting Agency's staff's certification, training, experience, and related support services.

THE recitals stated above shall be included as terms and conditions of this agreement.

WITNESSETH

For and in consideration of the mutual covenants contained herein, the parties to this contract agree as follows:

1. The Contracting Agency will provide behavioral services by certified associate behavior analysts (CABA) or certified behavior analysts (CBA), as determined by the Behavior Analyst Certification Board or the State of Florida. If qualified, certified individuals are not available, CABA positions may be filled with personnel who have a minimum of a bachelor's degree in psychology, education, or other related field with behavioral coursework. If qualified, certified individuals are not available, CBA level positions may be filled with personnel who have a minimum of a master's degree in psychology, education, or other related field with behavioral coursework or a bachelor's degree and two years in the school system. With two years' experience, and with the agreement of both parties, a CABA could be moved into a CBA position. Prior notice and summary of training and experience of any non-certified personnel must be given to the behavior initiative specialist for the Board.
2. The Contracting Agency's Behavior Analysts will provide assessment, support plan development, and facilitate plan implementation and monitoring. They will assist with staff development, participate in staff development, and will collaborate with district and school personnel, families and community agencies. In addition, they will provide a systematic review of crisis management data as agreed upon. Behavior analysts will provide direct services according to the program and procedure of Volusia County Schools that has been approved by Florida Department of Education.
3. The Contracting Agency will monitor the Behavior Analysts' performance of duties as outlined. Additional supervisory activities include, but are not limited to: review of support plans; consultation and customization of plans; calendar on-site visits to evaluate behavior analysts' performance; monitoring and maintenance of analysts' timesheets and visitations; provide training to professional staff; facilitate development of individual and group support plans at specified sites; conduct behavioral assessments on individual students; and attend a minimum of three (3) meetings to review and evaluate agreement implementation.

4. The Contracting Agency shall conduct random audits, a 10% sample of up to 20 days entered on time sheets, to verify provision of services by comparing information from time records, Board district staff sign-in sheets, and Board calendar holiday listings to ensure correlation of information.
5. The Contracting Agency shall provide the IDEA Grant Coordinator with results of random audits performed by Contracting Agency staff from the month prior to the billing (described in #4 above).
6. Each quarter (nine week period of the school calendar) the Contracting Agency will provide the Board's Director of Exceptional Student Education/Student Services and IDEA Grant Coordinator a written:
    a. comparison of the previous year's costs by month with the costs of the current year, and
    b. statement of funds spent to date for the current year.
7. The Contracting Agency shall continue to provide the IDEA Grant Coordinator for the Board with:
    a. an invoice that delineates the specific number of hours and dollar amounts billed for each Behavior Specialist, as well as the totals
    b. copies of the time records for each Behavior Specialist
    c. verification, by means of Contracting Agency contact signature, that the time records are correct.
8. The Board's IDEA grant office will initiate payment process for billing when all required documentation is received.
9. In order to review audit data and the monitoring process, Contracting Agency administration will schedule and hold meetings three times a year with Board staff as designated by the Director of ESE/Student Services.
10. The Contracting Agency agrees to provide technical assistance with district-based policy and with behavioral analysis of individual students with severe difficulties.
11. The Contracting Agency agrees to comply with all federal and state laws concerning confidentiality of student records and information.
12. Both parties agree to resolve mutually any questions or concerns related to the provision of services.

13. Both parties agree to resolve mutually any questions or concerns related to the identification of sites for service delivery.
14. The Contracting Agency and the Board will work together to interview and select new behavior analysts, tutors, and other personnel who will work with students with behavioral disabilities.
15. The Contracting Agency and the Board will work together to observe and evaluate behavior analysts, tutors, and other personnel who work with students with behavioral disabilities.
16. The Contracting Agency agrees to provide the support services outlined in Attachment I.
17. Both parties agree to collaborate to reach the program objectives stated in Attachment II.
18. The Contracting Agency shall submit a progress report annually. This report will include program information, program related objectives data, and survey summary results as well as recommendations and suggestions for district and school personnel. The Contracting Agency and the School Board, in writing, shall mutually develop the due dates and formats of these reports.
19. The Contracting Agency agrees it shall comply with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973. The Contracting Agency will at all times comply with local or state standards for health and safety of students whichever are more stringent.
20. As determined by ESE program personnel, appropriate district and school staff will be permitted to review the program provided by the Contracting Agency and confer with the Contracting Agency's staff at reasonable times.
21. The Contracting Agency agrees that it will charge no fees to the students or their parents/guardians for services provided to the students covered by this contract, and that the attached fee arrangement shall be the total fee charged. Services provided at the request of the parent beyond those covered by this contract shall be billed by the Contracting Agency directly to the parent of the student or subsequent third party payer.

22. The Contracting Agency will, for individual student interventions, provide a written report which reflects assessments, support planning, and recommendations. Such information will be available for subsequent Individual Educational Plan (IEP) meetings.
23. In accordance with the requirements of section 1012.32, Florida Statutes, all employees and representatives of the Contracting Agency who will be providing services under this agreement at a school site in the school district shall be required to undergo background screening in accordance with the policies and procedures of the school district. Such background screening shall be at the Contracting Agency's expense and must be completed prior to the employee or representative of the Contracting Agency providing services at a school district school site.
24. This agreement may be cancelled by either party (President of Behavior Change Artists, Inc. or Superintendent of Volusia County Schools) with or without cause by giving ninety (90) days written notice prior to the effective date of cancellation.
25. The Contracting Agency will be responsible for monitoring the hours of behavior tutors to ensure they do not exceed requested services.
26. All contact from individual schools to the president of the Contracting Agency shall come only from the school principal or designee.
27. The Board agrees to refrain from hiring Contracting Agency personnel for the duration of this contract unless agreed upon by both parties.
28. Nothing in this agreement shall be deemed as a waiver of sovereign immunity of any of the parties beyond any statutory limited waiver, which may have been or may be adopted by the Florida Legislature. Nothing in this agreement shall insure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity.
29. Each of the above-named agencies agrees that it shall be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party or the results thereof. Under this Agreement, each party, therefore, agrees that it will assume all risk and liability to itself, its agents, assigns, or employees, and will hold harmless, indemnify and/or defend the other party, at the other

party's option, for any injury to persons or damage to property resulting in any manner from the conduct of its own operations, and the operations of its agents, assigns, or employees, and for any loss, cost, damage, or expense resulting any time from any and all causes due to the act or acts, negligence or the failure to exercise proper precautions of or by itself or its own agents, assigns, or employees, while occupying, using or visiting the premises of the other party. Each of the parties agrees to provide the other with written notice of any claim subject to this provision within ten (10) days of its receipt of notice that a claim exists. The parties agree to cooperate fully in the defense of any such claim. Notice of claim shall be deemed to be given on the date of mailing thereof by U.S. Mail, First Class delivery.

30. The maximum projected contract cost is ***$1,981,900.00***. Details of the contract expenses are provided. (Attachment I)
31. With the agreement of both parties, funding amounts may be moved around within the funding categories in Attachment I, provided they remain within the maximum projected contract cost in Section 30.
32. Billing shall be monthly, reflecting actual services rendered and total services rendered to date.
33. Should any word, phrase, sentence, subsection or section of this Agreement be held by a court of competent jurisdiction to be illegal, void, unenforceable or unconstitutional, then that word, phrase, sentence, subsection or section shall be severed from the Agreement, and all other words, phrases, sentences, subsections and sections shall remain in full force and effect.
34. If an event occurs which requires a Professional Standards investigation against a Contracting Agency employee, the Board shall do the following to the degree permitted by school board policy, local, state or federal law:
    a. the Contracting Agency CEO must be notified of the accusations
    b. upon completion of the investigation, a written resolution of the incident will be given to the Contracting Agency.

35. Public records compliance. In addition to other contract requirements provided by law, the Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

    a. Keep and maintain public records that ordinarily and necessarily would be required by the School District of Volusia County in order to perform the service to the district under this agreement;

    b. Provide the public with access to public records on the same terms and conditions that the School District of Volusia County would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law;

    c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

    d. Meet all requirements for retaining public records and transfer, at no cost, to the School District of Volusia County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School District of Volusia County in a format that is compatible with the information technology systems of the School District of Volusia County.

    Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the School District of Volusia County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

36. The dates of the contract will be from 7/1/2014 to 6/30/2015. The signatures below will signify the acceptance of the above agreement by both parties.

IN WITNESS WHEREOF, the parties hereto affix their signatures below signifying acceptance of the aforementioned contract.

THE SCHOOL BOARD OF
VOLUSIA COUNTY, FLORIDA

_____

Candace Lankford
Chairman

BEHAVIOR CHANGE ARTISTS, INC.

_____

Jon Hagerott
President

ATTEST: _____

Margaret A. Smith, D. Ed.
Superintendent of Schools

Approved as to form for reliance only by the school district:

_____

Michael G. Dyer, Chief Counsel

ATTACHMENT I

SUPPORT SERVICES: CONTRACT COSTS

Regular School Year

DAYS	HOURS/DAY	PERSONNEL	NUMBER	HOURLY RATE	AMOUNT
188	7	CABA	19	$38.00	**$950,152.00**
188	7	CBA	12	$48.00	**$758,016.00**
TOTAL					**$1,708,168.00**

Extended School Year

DAYS	HOURS/DAY	PERSONNEL	NUMBER	HOURLY RATE	AMOUNT
16	6	CABA	4	$38.00	$14,592.00
16	6	CBA	4.5	$48.00	$20,736.00
TOTAL					**$35,328.00**

Technical Assistance

DAYS	HOURS/DAY	PERSONNEL	NUMBER	HOURLY RATE	AMOUNT
6	6			$115.00	$4,140.00
180	6		2	$25.00	$54,000.00
TOTAL					**$58,140.00**

SUPPORT SERVICES: CONTRACT COSTS

Total Services	**$1,801,636.00**
Administrative Costs @ 10%	**$180,164.00**
Total Contract	**$1,981,800.00**

ATTACHMENT II

PROGRAM OBJECTIVES

A. Maintain current levels of behavioral assessment and support services to exceptional students.

B. Increase teachers' skills in behavior analysis, intervention and systematic instruction.

C. Continue to support decreases in suspensions of students in separate classes for Emotional/Behavioral Disability, Multi-Varying Exceptionalities, and other exceptional student educational programs.

D. Decrease use of crisis management procedures.

E. Monitor program cost and effectiveness.